

City of Clayton Dog Park General Information 2016-2017 Season

The Clayton Dog Park is a fenced area located off of Clayton Road and west of Brentwood Boulevard where dogs are allowed to play off leash. The dog park, which is just under two acres, is divided into two sections: a one and a half acre large dog area and a one-half acre small dog area that is reserved for dogs smaller than 30 pounds. The Clayton Dog Park is open to those who are registered members of the Dog Park.

Annual Membership Fee Schedule

2016-2017 Annual Fees – prorated based on April 1 start date			
	Annual Fee – 1 st Dog	Annual Fee – 2 nd Dog	Annual Fee – 3 rd Dog
Resident	\$80	\$60	\$60
Corporate	\$100	\$75	\$75
Non-Resident	\$120	\$90	\$90

Please note:

- Memberships are good for one year April 1 through March 31. Memberships activated after April 1st will be prorated accordingly.
- Per Clayton ordinance, up to three dogs per household are permitted. Therefore, a maximum of three Dog Park memberships are available per address.

Registration

Annual memberships may be purchased at The Center of Clayton during normal business hours. Membership fees may be paid by cash, check, MasterCard or Visa. Please be prepared to provide the following when registering:

- Payment in accordance with the above fee schedule. Clayton residents must provide proof of residency, such as a current utility bill.
- Rabies vaccination documentation for all dogs to be registered (must be current)
- Bordatella vaccination documentation for all dogs to be registered (must be current)
- Spayed/neutered documentation for all dogs to be registered

You may also wish to complete the following forms in advance in order to expedite your visit:

- Member Registration Form
- Release of Liability Form

Please note: Renewing members will need to complete a membership registration form and signed Release of Liability Form annually, as well as provide vaccination documentation upon renewal.

Revised 01/29/16



CLAYTON PARKS AND RECREATION DEPARTMENT - Dog Park Application 2016-2017 Season

	Dog's Name	Age	Breed	Spayed/	Rabies –	Bordatella –	Tag Number
				Neutered	Expiration Date	Expiration Date	(office use only)
				Yes/No			
				Yes/No			
=				Yes/No			
•	Per Clayton ordinance, up to t Puppies under 6 months of ag I have signed the attached Ac	ge are not accep	•	(initials)			
Owne	er's Name:					Yes, I would like to communications from the with all the latest on speci closures and meeting sch	City of Clayton al events, street
Home	Δddress'					- Clock to and meeting son	oddio oridrigos.

Zip

Emergency Contact ______ Phone (H)_____ (W)_____ (C)_____

FEES (Please circle fee that applies):

2016-2017 Annual Fees			
	Annual Fee – 1 st Dog	Annual Fee – Additional Dog(s)	TOTAL
Resident	\$80	\$60	\$
Corporate	\$100	\$75	\$
Non-Resident	\$120	\$90	\$

OFFICE USE ONLY				
Verification of Residency:		Driver's License		Unpaid Utility Bill
	_	Other		(specify)
Proof of residency, spay/neuter, rabies vaccination and bordatella vaccination verified by staff(initials)				



City of Clayton Dog Park Acceptance of Risk and Release of Liability 2016-2017 Season

Acceptance of the terms and conditions of this release and adherence to dog park rules are conditions of membership approval, retention, and renewal for the Clayton Dog Park, hereinafter referred to as the dog park. The City of Clayton hereinafter referred to as the City, may revoke membership at any time for non-compliance.

I hereby acknowledge that I have voluntarily applied to participate and use, with my dog(s), the dog park area operated by the City. I understand that (1) unleashing my dog and being physically present at a dog park area involves risks of injury to me, any individual accompanying me or my dog(s), other people, my dog(s), and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training; and (2) that despite the efforts of the City to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated, which could result in injury to human or dog; and (3) the City does not guarantee that dogs in the park are safe or healthy; and (4) additional risks include, but are not limited to escape over and under fences, dog fights, dog bites, theft, disappearance or unlawful capture of dogs, being knocked-down, chased or tripped by a dog, vegetation or standing water that may be unhealthy if consumed, and (5) use of the dog park is self-directed and not directly supervised by an agent of the City, and (6) violation of these terms, conditions, rules and regulations may result in suspension or revocation of membership and/or dog park privileges.

I further acknowledge that I (1) have carefully read this release of liability and understand it fully; and (2) agree with, and accept its terms and conditions; and (3) have received a copy of the rules for dog park usage and agree to abide by these rules and to inform others I bring into the dog park, including supervised children age 12 or older, and anyone who brings my dog into the dog park, including children 16 and older, of these rules and will ensure their compliance with the rules; and (4) agree to immediately report any unsafe property conditions to the City and (5) am not aware of any instance in which the dog I am requesting an annual membership for has shown aggressive fighting or biting behavior towards other animals and/or people and has not been classified as a "dangerous animal" per Clayton ordinances 210.340 and 210.350.

I assume all risks associated with using the dog park, including its fixtures and equipment, in an unsupervised manner, including the risk of injury to me, any individual (including supervised children age 12 or older) accompanying me and/or accompanying my dog(s), or to my dog(s).

In consideration of the City permitting me to use the dog park, I hereby fully and forever release and discharge the City and its elected officials, officers, employees, volunteers, and agents from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of use or intended use of said dog park and off-leash area premises by me, any spouse or children of mine, my dog(s) or anyone accompanying me or my dog(s) pursuant to my membership. I fully and forever release and discharge the City and its elected officials, officers, employees, volunteers and agents from any and all negligent acts and omissions in the same, and intend to be legally bound

by this release. I hereby assume sole responsibility for and agree to indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, and agents (the Indemnified Persons) from and against any and all claims (including for bodily injury, death or other damage) and demands, litigation, judgments, settlements, costs, and expenses (including reasonable cost of investigation, court costs and reasonable legal fees, expert fees, and other expenses), naming or in any way involving any Indemnified Person, to the extent it results or arises from use of the dog park by me or any person or dog under my supervision or present in the park pursuant to my membership, or any breach of this release or dog park rules by me or any such person or dog. If any circumstance shall arise in which any Indemnified Person is entitled to indemnity or defense pursuant to this release, I agree that upon written notice thereof I shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

I have carefully read this release of liability and understand and fully agree with its contents. I agree to obey and enforce all rules of the dog park.

Signature:	Date:		
Print Name:			



City of Clayton Dog Park Rules - 2016-2017 Season

The following regulations apply at the Clayton Dog Park:

- 1. Owners are legally responsible for their dogs and any injuries or damages caused by their dogs. The word "Owner" applies to the adult person accompanying the dog(s).
- 2. All dogs must be spayed or neutered.
- 3. Dog feces (and/or dog waste) must be cleaned up and properly disposed of by owners immediately.
- 4. All dogs must be on a leash until inside the fenced area.
- 5. Dog owners must carry a leash at all times, closely supervise their dogs and at no time may the owner leave the fenced area without his/her dog.
- 6. Gates must be closed except when entering or exiting the off-leash area. Gate code should not be given to non-members.
- 7. Dogs must wear a current Clayton Dog Park tag and current rabies vaccination tags. Fee for replacement tags is \$5.00.
- 8. Dogs must be under visual and voice control at all times. Excessive barking or uncontrollable dogs must be removed immediately.
- 9. Owners must stop dogs from digging and must fill any holes caused by their dogs.
- 10. Pinch, spike and choke collars must be removed prior to entering the fenced off-leash area.
- 11. No children under twelve (12) years of age allowed; older children must be under adult supervision and must not be permitted to run, shout, scream, or otherwise excite or antagonize dogs in the off-leash area. Dog handlers/owners must be 16 years of age.
- 12. Hours of operation are 7:00 am to dusk or 9:00 pm (whichever comes first).
- 13. No climbing on or over the fence.
- 14. No smoking or tobacco use inside the fenced area.
- 15. Limit of three (3) dogs per person in the off-leash area.
- 16. No one may conduct any kind of commercial or professional business in the dog park without approval from the Parks and Recreation Director or his/her designee.
- 17. Owners must otherwise comply with all rules governing the park and relevant parking regulations.
- 18. Use of the off-leash area by any dog constitutes implied consent of the dog's owner to all of the conditions stated in this section and constitutes a waiver of liability to the City of Clayton and an agreement and undertaking to protect, indemnify, defend and hold the City of Clayton harmless from any claims, suits or other actions caused by the conduct of a dog owner or their dog.

The following are not allowed in the fenced area of the dog park:

- 1. Dogs in heat, as they are required to be spayed or neutered.
- 2. Aggressive dogs or dangerous dogs as defined by the City of Clayton ordinances 210.340 and 210.350. Specifically (but not limited to), any dog that has bitten another animal or person and/or any dog which has been declared dangerous in any other jurisdiction will not be allowed in the Dog Park.
- 3. Dogs that are ill or injured, including those dogs known to carry any disease or parasite transmittable to other dogs or humans.
- 4. Puppies under six months of age.
- 5. Animals other than dogs.
- 6. Alcoholic beverages, food, dog treats, rawhide or glass containers.
- 7. Bicycles, skateboards, roller skates or blades, or any motorized vehicles, except wheelchairs.

A dog owner who fails to comply with the above rules may be asked to leave the dog park and may have their membership revoked.